

CHARLES FRATZ

<p style="text-align: right;">70</p> <p>1 Q. Let's look at Fratz-3 for a second.</p> <p>2 Have you ever seen these types of</p> <p>3 agreements before, credit card agreements?</p> <p>4 A. I've seen something similar.</p> <p>5 Q. Are you familiar with how they work?</p> <p>6 A. No.</p> <p>7 Q. Not that it's interesting, but have</p> <p>8 you ever read an agreement?</p> <p>9 A. Have I ever read one?</p> <p>10 Q. Yes, a credit card agreement.</p> <p>11 A. All the way through, no.</p> <p>12 Q. Now, your testimony is that you don't</p> <p>13 recall receiving any of these customer</p> <p>14 agreements when you got your new credit</p> <p>15 card back in 2002; is that --</p> <p>16 A. Correct.</p> <p>17 Q. -- your testimony?</p> <p>18 A. Yes.</p> <p>19 Q. So you are not aware of what that 2002</p> <p>20 terms and conditions may have said,</p> <p>21 correct?</p> <p>22 A. Correct.</p> <p>23 Q. So it's possible that a 2002 agreement</p> <p>24 or any agreement that you may have received</p>	<p style="text-align: right;">72</p> <p>1 arbitration in Bucks County, did you?</p> <p>2 A. No, I did not.</p> <p>3 Q. Is it your understanding that you have</p> <p>4 agreed to pay attorney fees for your</p> <p>5 attorney for services that he's providing</p> <p>6 for you in this class action lawsuit?</p> <p>7 A. Yes.</p> <p>8 Q. Are you aware of any other persons who</p> <p>9 have been sued by Goldman and Warshaw where</p> <p>10 customer agreements similar to Fratz-3 have</p> <p>11 either been attached to the complaint or</p> <p>12 have been produced for arbitration or</p> <p>13 litigation purposes?</p> <p>14 A. Can you repeat the first part of the</p> <p>15 question.</p> <p>16 Q. Are you aware of any other persons who</p> <p>17 have been sued by Goldman and Warshaw? And</p> <p>18 in those lawsuits, were customer agreements</p> <p>19 attached either to the complaint or they</p> <p>20 were supplied later on in support of</p> <p>21 documents that would be introduced either</p> <p>22 at an arbitration or at some trial?</p> <p>23 A. Am I aware of their existence?</p> <p>24 Q. Uh-huh.</p>
<p style="text-align: right;">71</p> <p>1 after, that you don't recall receiving, may</p> <p>2 have included language that may have</p> <p>3 said -- strike that question.</p> <p>4 Do you understand what it means to be</p> <p>5 a class representative?</p> <p>6 A. I'm representing the class.</p> <p>7 Q. Do you understand what those</p> <p>8 responsibilities are?</p> <p>9 A. I'm not fully aware of the</p> <p>10 responsibilities, no.</p> <p>11 Q. Do you expect to receive any</p> <p>12 compensation for being the class</p> <p>13 representative?</p> <p>14 A. Yes.</p> <p>15 Q. Do you think you're going to have</p> <p>16 difficulties with your job? You've</p> <p>17 indicated it's hard to take time off. Do</p> <p>18 you think your job will interfere with your</p> <p>19 ability to be class representative?</p> <p>20 A. No. I believe if I give them enough</p> <p>21 notice and explain to them the severity of</p> <p>22 the situation, they will provide me with</p> <p>23 the time.</p> <p>24 Q. But you didn't do that for the</p>	<p style="text-align: right;">73</p> <p>1 A. No, I am not.</p> <p>2 Q. So you wouldn't know if there are</p> <p>3 other people out there who have suffered</p> <p>4 injuries based on similar claims that you</p> <p>5 are asserting here in this lawsuit today?</p> <p>6 A. Correct.</p> <p>7 Q. I'm looking at a lawsuit dated</p> <p>8 September 18th, 2008 involving a Charles</p> <p>9 and Joanne Fratz that was brought in</p> <p>10 Philadelphia County Court of Common Pleas</p> <p>11 involving a motor vehicle accident against</p> <p>12 James Keating [phonetic]. Are you the</p> <p>13 Charles Fratz in this case?</p> <p>14 A. No, I'm not.</p> <p>15 Q. Is that your father?</p> <p>16 A. That is my father.</p> <p>17 Q. I'm looking at a lawsuit that was</p> <p>18 filed October 29th, 2008 in Bucks County,</p> <p>19 also a motor vehicle accident involving</p> <p>20 Charles and Joanne Fratz against Katrina</p> <p>21 and Katherine Cooper. Again, is that your</p> <p>22 father, or is that you?</p> <p>23 A. That is my father.</p> <p>24 MR. EISENBERG: He's an</p>

CHARLES FRATZ

<p style="text-align: right;">6</p> <p>1 so, and I'll be happy to rephrase it in</p> <p>2 such a way that you understand and you can</p> <p>3 respond; do you understand?</p> <p>4 A. Yes.</p> <p>5 Q. Let's not, and I'm very guilty of this</p> <p>6 as well, try not to talk over each other.</p> <p>7 I'm going to ask you a question, please let</p> <p>8 me complete my question and then respond to</p> <p>9 what I've asked you. On the same token,</p> <p>10 while you're answering the question, I will</p> <p>11 do my best not to talk over you and let you</p> <p>12 complete your answer before I ask you</p> <p>13 another question; do you understand?</p> <p>14 A. Yes.</p> <p>15 Q. I see you're shaking your head.</p> <p>16 That's fine. But whenever you want to</p> <p>17 answer a question, I need you to verbalize</p> <p>18 it. The court reporter here does not know</p> <p>19 what you mean when you shake your head.</p> <p>20 A. Understood.</p> <p>21 MR. EISENBERG: Although I</p> <p>22 hear it.</p> <p>23 BY MS. NEEDLEMAN:</p> <p>24 Q. I can hear something going on in</p>	<p style="text-align: right;">8</p> <p>1 today?</p> <p>2 A. No.</p> <p>3 Q. Have you consumed any alcohol within</p> <p>4 the last 24 hours which would impair your</p> <p>5 ability to understand and respond to my</p> <p>6 questions?</p> <p>7 A. No.</p> <p>8 Q. Very good. All right. Let's begin.</p> <p>9 CJ, are you familiar with the lawsuit</p> <p>10 that has been filed in this matter?</p> <p>11 A. Yes.</p> <p>12 Q. In your own words, can you tell me</p> <p>13 what this lawsuit is about?</p> <p>14 A. It is a class action suit that the law</p> <p>15 firm representing Capital One, Goldman and</p> <p>16 Warshaw -- I don't know -- they</p> <p>17 misrepresented themselves in suing -- in</p> <p>18 their suit against me.</p> <p>19 Q. That's your understanding of the</p> <p>20 lawsuit?</p> <p>21 A. That's my understanding of the</p> <p>22 lawsuit.</p> <p>23 Q. That's fine.</p> <p>24 And do you understand the claims that</p>
<p style="text-align: right;">7</p> <p>1 there, I just want to make sure that any</p> <p>2 response to my question is the accurate</p> <p>3 response that you wanted to give; do you</p> <p>4 understand?</p> <p>5 A. Yes.</p> <p>6 Q. If at any time during this process and</p> <p>7 this deposition you need take a break,</p> <p>8 please let me know and I'll be happy to</p> <p>9 accommodate you; do you understand?</p> <p>10 A. Yes.</p> <p>11 Q. The court reporter just swore you in,</p> <p>12 meaning that the statements you're going to</p> <p>13 make are going to be to the best of your</p> <p>14 knowledge and truthful. If we take a</p> <p>15 break, I ask that while you can talk to</p> <p>16 your attorney, you cannot talk to your</p> <p>17 attorney about any of the questions that I</p> <p>18 have asked you in this deposition; do you</p> <p>19 understand?</p> <p>20 A. Yes.</p> <p>21 Q. Have you in the last 24 hours taken</p> <p>22 any over-the-counter drugs or medication</p> <p>23 that would impair your ability to</p> <p>24 understand or respond to my questions</p>	<p style="text-align: right;">9</p> <p>1 you have brought against Goldman and</p> <p>2 Warshaw?</p> <p>3 A. Yes.</p> <p>4 Q. What are those claims?</p> <p>5 A. That they brought wrongful suit</p> <p>6 against me.</p> <p>7 Q. When you say suit, do you mean the</p> <p>8 action in Bucks County that they brought</p> <p>9 against, the lawsuit in Bucks County that</p> <p>10 they brought against you?</p> <p>11 A. Yes.</p> <p>12 Q. Do you understand what a class action</p> <p>13 lawsuit is?</p> <p>14 A. No, I do not.</p> <p>15 Q. I'm going to show what I have marked</p> <p>16 already as Fratz-1. I put that in front of</p> <p>17 you. I'm going to give a copy to your</p> <p>18 counsel. I'm going to ask that you keep</p> <p>19 this copy. I've tabbed it, because there's</p> <p>20 some pages in this document I want you to</p> <p>21 look at. I just thought it would be easier</p> <p>22 for you to get to those documents.</p> <p>23 When was the first time you saw this</p> <p>24 lawsuit?</p>

CHARLES FRATZ

<p style="text-align: right;">62</p> <p>1 like to take a break?</p> <p>2 THE WITNESS: Yeah. That</p> <p>3 might help me rephrase my statement.</p> <p>4 (At this time, there was a</p> <p>5 brief recess taken.)</p> <p>6 BY MS. NEEDLEMAN:</p> <p>7 Q. CJ, I'm going to try to reask my</p> <p>8 question again.</p> <p>9 I need you to explain to me -- you</p> <p>10 understand the basis of the debt and what</p> <p>11 that means; is that correct?</p> <p>12 A. Yes.</p> <p>13 Q. I need you to explain to me how the</p> <p>14 customer agreement that was provided to</p> <p>15 your attorney on March 29th, 2001 is a</p> <p>16 false representation as to the basis of the</p> <p>17 debt?</p> <p>18 A. And my statement was that it is not</p> <p>19 false in relation to Exhibit Fratz-4.</p> <p>20 Q. Okay.</p> <p>21 A. What I believe it to be false is to</p> <p>22 charges prior to those provided in Fratz-4</p> <p>23 that are included in the balance on</p> <p>24 statements within Fratz-4.</p>	<p style="text-align: right;">64</p> <p>1 Q. Why not?</p> <p>2 A. I was working.</p> <p>3 Q. You could not take the day off?</p> <p>4 A. No. In my line of work I can request</p> <p>5 a day off, but it is a request, it is not</p> <p>6 something that is guaranteed. And I was</p> <p>7 not given the day off.</p> <p>8 Q. Had you made a request prior to the</p> <p>9 arbitration for the day off?</p> <p>10 A. No, I did not.</p> <p>11 Q. So -- all right. Were you advised of</p> <p>12 the outcome of the arbitration?</p> <p>13 A. Yes.</p> <p>14 Q. Are you prepared to pay Capital One</p> <p>15 4,597-dollars and 51-cents which was the</p> <p>16 arbitration award?</p> <p>17 A. Meaning, do I have that money?</p> <p>18 Q. Let me rephrase the question.</p> <p>19 Are you aware that there was an award</p> <p>20 against you?</p> <p>21 A. Yes.</p> <p>22 Q. Are you prepared to pay that</p> <p>23 arbitration award?</p> <p>24 A. Yes.</p>
<p style="text-align: right;">63</p> <p>1 Q. Okay. Do you believe that the</p> <p>2 customer agreement provided to your</p> <p>3 attorney on March 29th, 2001 is a contract</p> <p>4 between yourself and Capital One?</p> <p>5 MR. EISENBERG: I have to</p> <p>6 object, Joanne.</p> <p>7 He's not a lawyer.</p> <p>8 MS. NEEDLEMAN: Well, I can</p> <p>9 ask what he believes.</p> <p>10 THE WITNESS: Can you repeat</p> <p>11 the question?</p> <p>12 BY MS. NEEDLEMAN:</p> <p>13 Q. Sure. Do you believe that the</p> <p>14 customer agreement provided to your</p> <p>15 attorney on March 29th is a contract</p> <p>16 between you and Capital One?</p> <p>17 A. I do not. No, I do not believe so.</p> <p>18 Q. Were you aware on October 11th, 2001</p> <p>19 there was an arbitration in the Bucks</p> <p>20 County case?</p> <p>21 A. Yes.</p> <p>22 Q. And that you did not appear at that</p> <p>23 arbitration, did you?</p> <p>24 A. No.</p>	<p style="text-align: right;">65</p> <p>1 Q. How are you going to pay the award?</p> <p>2 A. I don't know. At this point in time,</p> <p>3 I do not have -- I don't know.</p> <p>4 Q. Are you aware of whether your attorney</p> <p>5 made any arguments regarding your FDCPA</p> <p>6 claims which were in the answer to the</p> <p>7 Bucks County case?</p> <p>8 A. Am I aware of what was --</p> <p>9 Q. Are you aware of whether your attorney</p> <p>10 made any arguments regarding the FDCPA</p> <p>11 claims which were part of your answer to</p> <p>12 the Bucks County case?</p> <p>13 A. I'm -- no.</p> <p>14 Q. You were not aware?</p> <p>15 A. No.</p> <p>16 Q. Did you have any discussions with your</p> <p>17 attorney prior to the arbitration about</p> <p>18 what he was going to say in your defense?</p> <p>19 A. Yes.</p> <p>20 Q. How much have you paid Mr. Eisenberg</p> <p>21 for his representation in the defense of</p> <p>22 the Bucks County case?</p> <p>23 A. I believe it was 1,500-dollars.</p> <p>24 Q. And when did you pay him</p>